



AGENCY OF HUMAN SERVICES

DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING

Division of Licensing and Protection

HC 2 South, 280 State Drive

Waterbury, VT 05671-2060

<http://www.dail.vermont.gov>

Survey and Certification Voice/TTY (802) 241-0480

Survey and Certification Fax (802) 241-0343

Survey and Certification Reporting Line: (888) 700-5330

To Report Adult Abuse: (800) 564-1612

March 20, 2019

Ms. Felicia Stinchfield, Manager
Gazebo Senior Living-Gazebo Apartments
1510 Williston Road
South Burlington, VT 05403-6430

Dear Ms. Stinchfield:

Enclosed is a copy of your acceptable plans of correction for the survey conducted on **February 7, 2019**. Please post this document in a prominent place in your facility.

We may follow-up to verify that substantial compliance has been achieved and maintained. If we find that your facility has failed to achieve or maintain substantial compliance, remedies may be imposed.

Sincerely,

A handwritten signature in black ink that reads "Pamela M. Cota, RN".

Pamela M. Cota, RN
Licensing Chief

Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 0213	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING _____	(X3) DATE SURVEY COMPLETED 02/07/2019
NAME OF PROVIDER OR SUPPLIER GAZEBO SENIOR LIVING-GAZEBO APARTMENTS		STREET ADDRESS, CITY, STATE, ZIP CODE 1510 WILLISTON ROAD SOUTH BURLINGTON, VT 05403		
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
R100 Initial Comments:		R100	<p>POC 5.3.a -</p> <p>- Gazebo Senior living Admission Agreement was revised on 2-8-19. (attached)</p> <p>- The revised agreements were sent out on 2-11-19 to our residents +/or their representatives.</p> <p>- All signed agreements have returned + are kept on file.</p> <p>- This Admission Agreement will be used for all future admissions to GSL.</p> <p>- Exec. Director + Admin. Responsible + Accountable</p> <p><i>Silvia Steffensfield</i> Silvia Steffensfield Administrator 3-5-19</p>	
R113 V. RESIDENT CARE AND HOME SERVICES SS=D		R113	<p>5.3 Discharge and Transfer Requirements</p> <p>5.3.a Involuntary Discharge or Transfer of Residents</p> <p>(1) An involuntary discharge of a resident is the removal of the resident from a residential care home when the resident or the resident's legal representative has not requested or consented in advance to the removal. A transfer is the removal of the resident from the room the resident currently occupies to another room in the home or to another facility with an anticipated return to the home. An involuntary discharge or transfer may occur only when:</p> <ul style="list-style-type: none"> i. The resident's care needs exceed those which the home is licensed or approved through a variance to provide; or ii. The home is unable to meet the resident's assessed needs; or iii. The resident presents a threat to the resident's self or the welfare of other residents or staff; or iv. The discharge or transfer is ordered by a court; or v. The resident has failed to pay monthly charges for room, board and care in accordance with the admission agreement. <p>This REQUIREMENT is not met as evidenced</p>	

Division of Licensing and Protection
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER/REPRESENTATIVE'S SIGNATURE

STATE FORM

5699

QYG811

TITLE

(X6) DATE

If continuation sheet 1 of 10

R113 - R302 POC accepted 3/13/19 MBohm RN/PNC

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R113	Continued From page 1 by: Based on staff interview and record review, the facility's admission agreement included reasons for an involuntary discharge from the facility that were not in accordance with the allowed reasons stated in the Residential Care Home Licensing Regulations (RCH). This practice had the potential to affect residents of the facility. Findings include: Per review of a copy of the facility's Resident's Admission Agreement , page 9, #5. Involuntary Discharge"If a residents appropriateness, social behavior, attitude or mannerisms, creates a situation which affects the well-being of the other residents, or excessively taxes the services of our staff to the detriment of other residents, we have the option of giving the resident a written 30 day notice to vacate." The inclusion of language that was not in accordance with the 5 reasons stated in the RCH regulations was confirmed during interview with the Manager on the afternoon of 2/7/19.	R113	<p>POC 5.7.c -</p> <ul style="list-style-type: none"> - Charge nurses, RN Oversight and Administration will continue to meet weekly to discuss any medical status changes and upcoming assessment due. - All assessments will be completed by the due date. - Charge nurses, RN Oversight & Administration are responsible for follow through. - Administrator is accountable <p><i>Julia Stinfield Administrator 3-8-19</i></p>	
R136 SS=A	V. RESIDENT CARE AND HOME SERVICES	R136		
<p>5.7. Assessment</p> <p>5.7.c Each resident shall also be reassessed annually and at any point in which there is a change in the resident's physical or mental condition.</p> <p>This REQUIREMENT is not met as evidenced</p>				

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R136	Continued From page 2 by: Based on interview and record review, for 1 of 5 residents in the total sample, the required annual reassessment was completed late, greater than 365 days from the previous assessment. (Resident #1) Findings include: Per review of the most recent Resident Assessment for Resident #1 on 2/6/19, the current assessment was completed on 8/18/18, greater than 365 days since the previous Admission Assessment date of 8/5/17. The late assessment was confirmed during interview with the Manager on 2/7/18 at 4 PM.	R136	<p>PCC 5.9.c (2) -</p> <ul style="list-style-type: none"> - All care plans will be updated as needed to reflect resident current care needs, services, etc. - The RN will update or review & sign care plans when approved. - Care plans will be updated at least annually and with status changes. - The RN & Administrator are responsible & accountable for follow through. <p><i>Julicia Stinfield Administrator 3-5-19</i></p>	
R145 SS=D	V. RESIDENT CARE AND HOME SERVICES 5.9.c (2) Oversee development of a written plan of care for each resident that is based on abilities and needs as identified in the resident assessment. A plan of care must describe the care and services necessary to assist the resident to maintain independence and well-being; This REQUIREMENT is not met as evidenced by: Based on staff interview and record review, the care plan for 1 of 5 residents in the total sample was not revised to reflect recent changes in the resident's care needs. (Resident #2). Findings include: Per review of the current care plan for Resident #2, the plan to address management of chronic	R145		

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R145	Continued From page 3 leg and foot pain due to osteoarthritis did not include recent orders (12/3/18) for leg exercises and acetaminophen 650 mg. every HS, (hour of sleep), ordered to help alleviate chronic leg pain. The failure to revise the care plan to include the most recent resident care needs was confirmed during interview with the Manager on 2/7/19 at 4 PM.	R145	POC 5.1C.b - - The RN oversight nurse began to update & revise the med tech training program on 2-11-19, which includes written procedures for all medication routes, & all aspects of the training program. - Once completed, the revised training program & written procedures will be added to the GSL Policy & Procedure manual. - Expected date of completion - 4-1-19 - RN Oversight nurse is responsible. - Administrator is accountable.	
R161 SS=C	5.10 Medication Management 5.10.b The manager of the home is responsible for ensuring that all medications are handled according to the home's policies and that designated staff are fully trained in the policies and procedures. This REQUIREMENT is not met as evidenced by: Based on staff interview and record review, the home failed to assure that there were medication administration policies and procedures to direct staff in the administration of all provider ordered medications. This failure had the potential to affect residents whose medications were administered to them by facility nursing staff. Findings include: During interview with the Registered Nurse (RN) responsible for medication delegation training for unlicensed staff, it was discovered that some facility policies regarding medication administration did not have written procedures for training in various routes of medication administration required for provider ordered medications. There was also a lack of written	R161		

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R161	Continued From page 4 policies/procedures to address all of the areas included in the training. The facility's lack of comprehensive medication administration policies and procedures was confirmed during interview with the Manager on 2/7/19 at 4:45 PM.	R161	<p>POC 5.12.b (3)-</p> <p>-met & charge nurses on 3-6-19 to iterate current documentation policies</p> <p>- charge nurses will monitor progress notes on a monthly basis to ensure that the notes are reflective of current status, recent changes, etc.</p> <p>- Charge nurses are responsible.</p> <p>- Administrator is accountable & will be doing audits for compliance.</p> <p><i>Maria Sturiff Adm 3-11-19</i></p>	
R189 SS=D	V. RESIDENT CARE AND HOME SERVICES 5.12.b. (3) For residents requiring nursing care, including nursing overview or medication management, the record shall also contain: initial assessment; annual reassessment; significant change assessment; physician's admission statement and current orders; staff progress notes including changes in the resident's condition and action taken; and reports of physician visits, signed telephone orders and treatment documentation; and resident plan of care. This REQUIREMENT is not met as evidenced by: Based on staff interview and record review, the facility failed to assure that nursing staff documented ongoing progress notes regarding a recently admitted resident's adjustment to life in the facility. (Resident #5) Findings include: Per record review, Resident #5 was admitted to the facility on 12/10/18 with medical conditions and treatments including use of blood thinning medication daily, chronic pain, chronic gastritis, insomnia and constipation. A progress note dated 12/10/18 stated that the resident used a 4 wheeled walker for ambulation and had 2 cats living with h/her. The most recent documented progress note in the medical record was	R189		

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R189 Continued From page 5

12/20/18, a total of 48 days prior to the survey review date of 2/7/19. There were no progress notes documented to describe the resident's ongoing care needs and current status. This omission was confirmed during interview with the Manager at 4 PM the same day.

R200 V. RESIDENT CARE AND HOME SERVICES
SS=C

5.15 Policies and Procedures

Each home must have written policies and procedures that govern all services provided by the home. A copy shall be available at the home for review upon request.

This REQUIREMENT is not met as evidenced by:
Based on staff interview and record review, the facility failed to develop a policy/procedure to address safe food handling practices, including a policy to address the dating of perishable foods. This failure had the potential to affect all residents of the facility. Findings include:

During a tour of the facility kitchen on 2/6/19 at 11:30 AM, the following items were observed stored in the service line sandwich cooler: various sandwich fillings including sliced meats and cheese, vegetables, mayonnaise etc. The date on the tuna salad and egg salad mixtures was 1/31/19 for both salads (day 7 after date made by staff). Sliced turkey and sliced ham were both dated 1/30/19 (day 8 after date made by staff). When the Food Service Director (FSD) was asked for a copy of the policy addressing dating of perishable items, including foods mixed at the facility, s/he confirmed that they did not

R189

POC 5.15-

- On 2-11-19, a new Food storage procedure implemented & includes perishable & nonperishable food items, proper storage dates, expiration dates, and overall sanitation guidelines.

- This policy was given to all cooks on 2-11-19, & has been added to the GSL policy/procedure manual.

- Food Service Director responsible to ensure that all cooks/dietary aides are aware & following the policies

- FSD is accountable for this. Still need to administer 3-11-19

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R200	Continued From page 6 have a written policy to address this food safety issue. Refer also R 249.	R200	<p>POC 7.2.d -</p> <p>- On 2-11-19, the Food Storage procedures, Safety guide-policies were implemented (attached)</p> <p>- FSD & Exec Director met with cooks/dietary aides, 2-11-19 and each given a copy of the policy.</p> <p>- Quality assurance checks will be done daily, until FSD changes to weekly. (attached) 3-8-19</p> <p>- FSD responsible for follow through & accountable for compliance 3-8-19</p>	
R249	VII. NUTRITION AND FOOD SERVICES SS=F 7.2 Food Safety and Sanitation 7.2.d The home shall assure that food handling and storage techniques are consistent with safe food handling practices. This REQUIREMENT is not met as evidenced by: Based on observations and staff interview, the facility failed to assure that food handling and storage techniques were consistent with safe food handling practices. This practice had the potential to affect all residents of the facility. Findings include: During a tour of the facility kitchen on 2/6/19 at 11:30 AM, the following items were observed stored in the service line sandwich cooler: Various sandwich fillings including sliced meats and cheese, vegetables, mayonnaise etc. The date on the tuna salad and egg salad mixtures was 1/31/19 for both salads (day 7 after date made by staff). Sliced turkey and sliced ham were both dated 1/30/19 (day 8 after date made by staff). During discussions with the FSD at the time of the observations, the FSD was not aware of safe food dating processes, including use by dates, for food products made in the facility and the reasons for the end storage dates for the various types of foods. Facility made items such as tuna salad and egg salad, when stored in a refrigerated unit			

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R249	Continued From page 7 that may be open for periods of time during meal service, should not be re-used the following day, due to potential time/temperature control issues, resulting in potential for growth of harmful bacteria.* During an inspection of the sliced turkey dated 1/30/19, on 2/6/19, (8 days after being sliced and stored), the turkey felt slimy, which could be a sign of possible time/temperature abuse and indicated it should not be used.* Reference: Servsafe Manager, 6th edition, Chapter 5, 5.9.	R249	PCC 7.3.b - - Seal 2-11-19 Exec. Director have painter for all walls, windows & doors - Completed 2-26-19 - Tiles replaced 2-28-19 - New daily checklist implemented 3-8-19 to ensure proper, safe practice & cleanliness - PSD will continue with audits to ensure clean, safe environment & that surfaces, equipment is in good repair - PSD - accept basic kitchen still in field - All minor items 3-8-19	
R252	VII. NUTRITION AND FOOD SERVICES SS=C	R252		
<p>7.2 Food Storage and Equipment</p> <p>7.3.b Areas of the home used for storage of food, drink, equipment or utensils shall be constructed to be easily cleaned and shall be kept clean</p> <p>This REQUIREMENT is not met as evidenced by: Based on observations and staff interview, the facility kitchen used for food storage and preparations, had multiple areas with worn surfaces that needed repair and sealing of surfaces to assure areas could be kept clean. This concern had the potential to affect all residents of the home. Findings include:</p> <p>Per observation of the alternate kitchen area in another building on the same property on 2/6/19 at 2:15 PM, the following kitchen areas were found to require repair and sealing of surfaces to assure that all areas were maintained in a clean</p>				

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R252	Continued From page 8 and sanitary manner. In the kitchen area, the painted door frames, trim boards and window trim and shelf areas were very worn, with multiple areas with bare wood exposed, resulting in areas that were porous and not easily cleanable. Wall trim near the stoves and in the adjacent room where drinks were stored, were worn with bare wood surfaces that were visibly soiled. The floor tiles in front of the dish machine and under the dish machine counters had numerous tiles that were chipped and/or missing, in need of repair to assure a cleanable surface. These observations were confirmed FSD at 2:20 PM, at the conclusion of the tour.	R252	<p>POC 9.11.C -</p> <p>-Safety nurse is responsible for fire drills & to conduct them quarterly per regulations.</p> <p>-Administrator met with Safety nurse to discuss &iterate importance of compliance - 2-11-19</p> <p>-Safety nurse is responsible</p> <p>-Administrator is responsible & accountable and will do quarterly audits to ensure compliance.</p> <p>3-8-19</p>	
R302 SS=C	IX. PHYSICAL PLANT	R302		
<p>9.11. Disaster and Emergency Preparedness</p> <p>9.11.c Each home shall have in effect, and available to staff and residents, written copies of a plan for the protection of all persons in the event of fire and for the evacuation of the building when necessary. All staff shall be instructed periodically and kept informed of their duties under the plan. Fire drills shall be conducted on at least a quarterly basis and shall rotate times of day among morning, afternoon, evening, and night. The date and time of each drill and the names of participating staff members shall be documented.</p> <p>This REQUIREMENT is not met as evidenced by: Based on a review of the fire drills for the last 12 months, the facility failed to conduct any drills</p>				

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R302	Continued From page 9 during the 3rd quarter of 2018. This failure had the potential to affect all residents of the home. Findings include: Per review of the fire drill report sheets for the previous 12 months (4 quarters), there was no fire drill conducted during the 3rd quarter of 2018, per regulatory requirements. The lack of a 3rd quarter fire drill was confirmed during interview with the Manager on the afternoon of 2/7/19.	R302		



RESIDENT'S ADMISSION AGREEMENT

Statement of Philosophy

Our Philosophy at Gazebo Senior Living is to provide a supportive community that enables our Residents to maintain their independence, dignity and self-respect; an environment that recognizes individuality but with a strong sense of family values. We acknowledge that each Resident is unique with varied physical, emotional, and spiritual needs.

We try to ensure that all of our staff are kind, attentive, and are an extension of our resident's family. We want our Residents to call Gazebo Senior Living their home; to feel safe, comfortable and cared for; having their lives enhanced because they have chosen to live here.

Agreement between Parties

This agreement is made between **Gazebo Senior Living**, specifically **Gazebo Apartments**, (Sometimes referred to as "We", or the "Community") and _____ (Resident) and _____ (Legal Representative).

The Community is located at 1510 Williston Road, South Burlington, VT 05403. Resident has applied for accommodations at the Community and the Community has accepted your application.

Gazebo Apartments is a regulated facility, being licensed by the Vermont Agency of Human Services, Department of Aging and Independent Living (DAIL), as a Level III Residential Care Home. This agreement is a month-to-month agreement that may be terminated by either party for reasons set forth later in this agreement.

Within the context of our above-stated philosophy and the requirements of the State of Vermont, an assessment has been made to determine the amount of assistance which will be necessary for the Resident to carry out Activities of Daily Living Functions (ADL). This assessment is initially made prior to admission, but is completed in a more thorough and documented fashion throughout the first two (2) weeks of residency, and in fact, is an ongoing part of our nursing overview.

Minimum Health Requirements for Admission

As a regulated facility, we are licensed to provide personal and supportive services as well as nursing services, to meet the needs and care plans of residents. A minimum level of health has been defined to include:

- The absence of acute medical needs that require skilled nursing services
- Behavioral symptoms that can consistently respond to appropriate intervention
- Cognitive impairment at a moderate or lesser degree of severity
- Mobility, ambulation, and transfer needs that can be met by one (1) staff member.

The Administrator shall have final decision of appropriateness for admission to the facility, within the above guidelines, and those established by the regulatory authority.

Charges

1. **Monthly Rate** The Resident and/or Legal Representative shall pay the sum of \$ _____ per month for residence at Gazebo Apartments for Unit _____ effective _____, 2019.
2. **Due Upon Admission** Upon Admission, the Resident and/or Legal Representative shall pay in advance the pro-rata portion for the remainder of the current month during which admission occurs. The rental period will commence at the signing of the admission agreement. In addition, the Resident and/or Legal Representative shall pay an amount equal to one (1) month's rent days rent as a **security deposit** (\$ _____), which shall be refunded to the Resident upon termination of this Agreement, in good standing, within fifteen (15) days. Upon vacancy of your apartment, a final inspection will be done. Gazebo Senior Living will deduct from your deposit the amount deemed necessary to make repairs to any damage to the apartment beyond normal wear and tear and will deduct any outstanding amount due. The responsible party will be informed of these charges in writing within fourteen (14) business days. A **non-refundable \$1,950.00 Community Fee is also due at time of admission.**
3. **Payments When Due.** As in other typical rental situations, payment is due on the first (1st) of the month. A bill will be sent out for rent and miscellaneous charges. Payment in full for such charges is due on or before the tenth (10th) day of the month; otherwise a delinquency charge of \$25.00 shall be added to the amount due for that month. **Note: Full payment is due even if the Resident(s) is waiting for approval**

from or expecting payment from insurance/long term care policies, etc. If/when the payments are received, they will be attributed to the resident(s) account. All residents must keep their accounts current (nothing past due) regardless of payment method. Payments more than thirty (30) days late will be subject to an additional 1.5% per month fee.

4. **Adjustments in Rental Rate** Gazebo Senior Living shall notify the Resident and/or Legal Representative at least thirty (30) days in advance of any change in the rental rate to be charged. Historically, Gazebo Senior Living has never raised rates more than once a year and the rate increases are reflections of our expenses. When a resident is out of the facility for fourteen (14) consecutive days or more, the only change will be a meal credit. If the resident is out for any smaller period of time, no credit will be issued.
5. **Delinquent Accounts** Collection Costs. In the event any charges remain unpaid for thirty (30) days following billing then the Resident and/or Legal Representative shall be notified of such delinquency and given fourteen (14) days either to bring the account current or to vacate the facility. The Resident and/or Legal Representative shall be responsible for the reasonable costs of collection of such delinquent accounts, including reasonable attorney fees.
6. **In-Building and Inter-Building Movement** In the event a current resident desires to change locations to another unit in the same building or to another Gazebo Senior Living facility, your current admission agreement will be terminated and another admission agreement will be signed at the current rate. There will be a \$500 administrative fee for voluntary inter-building or in-building moves. Rental charges will commence at the time of availability. The rent on the previous unit will terminate when the unit is vacated and a Room Vacancy Form has been signed. You will be responsible for paying the actual cost of moving your personal items including furniture. If you choose to move units, a deduction will be made from your deposit to cover the costs of damage beyond normal wear and tear which could include new carpet, patching and painting the walls and cleaning your previous unit if necessary. You will be notified of the total cost for repairs.

Accommodations/Services Provided

Our Philosophy of care at Gazebo Senior Living is to service the needs of the Resident, to the extent that they need services. In a Residential Care setting, services need to always be available on an "as needed" basis, rather than "as scheduled" services. We are averse to the idea of charging for specific services in an a la Carte fashion; that is, charging for services on an "as used" basis. In a Level III facility, this may lead to residents refusing services that may be necessary. It also removes much of the social contact that the staff has with the Resident, and disrupts the emotional bond that must exist between our staff and you, the Resident.

As the Resident ages in place, it may happen that the needs of the Resident are greater than the staff of the Community can provide, or are allowed to provide under our

licensing regulations. If it is decided that a Resident would like to continue to reside at the Community, and there is need of supplemental services such as private duty care, and a variance has been granted from the State, the Resident may arrange for the needed services from family or a private agency at the Resident's sole expense. Regardless of how the extra assistance is obtained, the Community staff are ultimately responsible for the Resident.

1. **Room** Gazebo Senior Living shall provide a private room or apartment with a private bath according to availability, appropriateness, and preference as agreed upon by the Community and Resident/family. We encourage residents to bring their own personal possessions and furnishings to personalize the apartment, and to make it as homey as you like with space and safety in mind. We will provide you with a standard size full or twin bed with linens, as well as a dresser if needed. You may not make any structural or physical changes to your apartment, unless expressly approved in writing by the Community. Any such alterations or improvements shall become the property of the Community.

Each resident is provided a call pendant which alerts the nurses and caregivers on duty. There is a phone outlet for a personal phone at your expense. The heat is regulated with an individually controlled thermostat. Heat and hot water are included with the unit as part of basic services.

All appliances within the unit, which are Gazebo Senior Living property, will be maintained by us. All personal effects brought into the Community by the resident must be safe and in good functioning condition and maintained at the Resident's expense. Electric heaters will not be allowed. The Community reserves the right to inspect and remove any faulty electrical devices or other unsafe furnishings.

2. **Board** Each resident is provided with three (3) nutritious meals per day with some variety of choices. Meals are provided in the main dining room at specific posted times, however if a resident isn't feeling well, meals will be delivered to the residents' room. Therapeutic Diets per physician's orders are accommodated. Snacks are provided each evening, and as needed. A consulting dietician will assist any individual with a therapeutic diet. Specific supplements per physician's orders may require additional charges. Guests may join you at any meal; your guests' meals are added to your monthly statement. We will try to be as accommodating as possible, but please give us as much notice as possible, preferably at least four (4) hours.
3. **Common spaces** Common spaces exist within the building. A dining room has capacity to accommodate all the residents together. These spaces are always available for the residents to gather and entertain as if it was their home. The only restrictions on common spaces would be the needs of the other residents in terms of prior commitment and use.
4. **Laundry Services** We will provide service for all the resident's personal laundry, towels, and linen. Laundry will be done weekly and as necessary. Towels and linens will be furnished by the Community, or the resident may use their own, whichever they prefer. Dry cleaning is sent out at the Resident's request and expense.

5. **Housekeeping Services** Each Resident's apartment is cleaned weekly and supplied with toilet paper, and soap as part of our service. Trash and recyclables are picked up daily. Standard fluorescent bulbs will be supplied as needed at no charge.
6. **Maintenance** is available to every apartment for all issues associated with the unit as it was provided to you at the commencement of the lease. This includes all appliances, light fixtures and plumbing that were provided by the Community. Any personal maintenance issues, such as repair of your own light fixtures or other personal devices will be your responsibility.
7. **Transportation** The Community will provide transportation for medical services and local community functions for up to four (4), twenty (20) miles round trip per month at no charge. If we are going to provide the transportation then **we must** schedule the appointment, by necessity. We will also provide a Gazebo Senior Living staff member to escort the resident to their appointments for up to a two (2) hour time frame. If the above guidelines are exceeded for any reason then there will be a charge of \$25/hour. We will pay for the SSTA services following the same above guidelines if we are not able to offer appropriate transportation. If the needed transportation is outside the maximum four trips, the resident will be responsible for payment to SSTA. The activity department schedules trips and will provide transportation for community luncheons, activities and performances.
8. **Shopping** Weekly shopping trips are scheduled and a Resident's requested items can be purchased and billed onto the Resident's monthly statement. The Resident may also choose to shop for herself/himself and accompany the driver to purchase his or her own items. This shopping is done during a regularly scheduled shopping day.
9. **Hair Salon** An in-house hair salon for men & women provides hair styling and barber services. Charges for salon services are added to your monthly statement. A nominal tip is also included, for your convenience.
10. **Activities** A full calendar of events is available every month for your personal choice, including church services, special outings, entertainment and game playing, as well as exercise class, which emphasizes mobility exercises. Activities are diverse and dynamic, taking advantage of resident needs, special situations and seasonal interests.
11. **Newspapers & Mail** The Burlington Free Press is available at the Resident's request and expense. They will bill you independently. The mail is sorted and available for your pick up from a central distribution point.
12. **Hospital Transfer** The Community shall arrange for any Resident's transfer to a hospital, nursing home or other in-patient medical facility if requested to do so by the Resident or Legal Representative, or by the Resident's treating physician. Additionally, if in its sole discretion the Community deems it necessary to make such transfers, they shall inform the Legal Representative of any such transfer as soon as

possible under the circumstances. The cost of such transfer shall be borne entirely by the Resident and/or Legal Representative.

13. Personal Care Personal care is offered as long as it does not exceed what we are licensed to provide. It could include any of the following based on need - encompassing verbal reminders to hands-on assistance.

A. Bathing & Personal Hygiene

Daily AM & PM care such as shaving, brushing teeth and grooming
Weekly (minimum) shower
Manicures are available weekly

B. Dressing & Undressing

Such as - shoes, stockings/socks, buttons, zippers
Assist with braces, splints or other apparatus

C. Eating & Mealtimes

Could include cutting food, encouragement to complete meal.
Cueing & Reminders of mealtimes
Tray service if illness prevents you from coming to dining room

D. Mobility & Transfers

Assist as needed with all transfers to maintain safety
Assistance with toileting
Will supervise ambulation
Will supervise exercise programs & ROM as recommended by MD or physical therapist

Canes and Walkers are acceptable

Wheelchairs are acceptable, if the resident is able to self-propel; however, we will assist with difficult maneuvers. Residents will be encouraged to walk as much as they individually are capable

E. Bowel & Bladder Management

Will assist with managing incontinence problems
Colostomy and catheters are acceptable if resident is able to manage own care with supervision or minor assist.

14. Nursing Services There is a nurse available 24 hours a day in order to carry out hands-on Nursing Care, and to direct the nurse aides. This includes medication assistance or administration, assessment of any medical needs and coordinating Residents care with physician.

A. We will order all medications from our pharmacy or the pharmacy of your choice, at your expense, on your account.

- B. If you are able to self-medicate, we must have a MD order and will assist you in any way needed. Please consider allowing our staff to manage and administer your medications.
- C. We will ensure that all physicians' orders are obtained and updated as needed.
- D. Monitoring of vital signs, weight, blood sugars.
- E. Minor treatment & skin care.
- F. Supervise oxygen administration per MD orders.
- G. We will assess if there are any psychosocial needs and strive to meet those needs.
- H. If a resident becomes terminally ill, we can request a variance from the State of Vermont, which would allow the Resident to maintain their unit in the Community and have the services of Hospice come into their apartment.
- I. Each Resident at the Community must be under the continuing care of a local Physician. When requested by the Resident and/or legal Representative, We shall assist the Resident in obtaining local medical services; facilitate the scheduling of appointments, examinations, dental appointments and emergency treatment when necessary.

Termination of Agreement

- 1. **By Resident** A thirty-day (30-day) written notice from a Resident will terminate this agreement. The deposit will be refunded to you fifteen (15) days after personal effects are removed and the Room Vacancy Form signed.
- 2. **By Medical Conditions** If the medical condition of the Resident changes to such an extent that We can no longer adequately care for them, and the Resident moves to a more acute setting, such as a nursing home, no notice will be necessary. This month-to-month agreement shall terminate as soon as the personal effects are removed and the Room Vacancy Form signed. It shall be the obligation of the family or Legal Representative to remove personal effects. All monies due will be returned within fifteen (15) days of termination.
- 3. **By Gazebo Senior Living** We reserve the right to terminate this agreement with thirty-day (30) notice, if we feel the placement is inappropriate, or unsafe. If the presence of the resident in the facility poses a threat to the resident himself or herself, another resident, or a staff member, this agreement can be terminated immediately. Additionally, if, in our opinion the resident or those around the resident are threatened, we may obtain extra assistance at the residents' expense.

You understand and agree that your age, application forms, financial statement, health history and medical report, personal interview and emergency information records are a part of this Agreement and any material misrepresentation or omission made by you to your age, finances, resources and health history shall render this Agreement voidable at the option of the Community.

4. Discharge and Transfer Requirements

A. Involuntary Discharge or Transfer of Residents

(1) An involuntary discharge of a resident is the removal of the resident from a residential care home when the resident or the resident's legal representative has not requested or consented in advance to the removal. A transfer is the removal of the resident from the room the resident currently occupies to another room in the home or to another facility with an anticipated return to the home. An involuntary discharge or transfer may occur only when:

- i. The resident's care needs exceed those which the home is licensed or approved through a variance to provide; or
- ii. The home is unable to meet the resident's assessed needs; or
- iii. The resident presents a threat to the resident's self or the welfare of other residents or staff; or
- iv. The discharge or transfer is ordered by a court; or
- v. The resident has failed to pay monthly charges for room, board and care in accordance with the admission agreement.

(2) In the case of an involuntary discharge or transfer, the manager shall:

- i. Notify the resident, and if known, a family member and/or legal representative of the resident, of the discharge or transfer and the specific reasons for the move in writing and in a language and manner the resident understands at least 72 hours before a transfer within the home and thirty (30) days before discharge from the home. If the resident does not have a family member or legal representative and requests assistance, the notice shall be sent to the Long Term Care Ombudsman, Vermont Protection and Advocacy or Vermont Senior Citizens Law Project.
- ii. Use the form prescribed by the licensing agency for giving written notice of discharge or transfer and include a statement in large print that the resident has the right to appeal the home's decision to transfer or discharge with the appropriate information regarding how to do so.
- iii. Include a statement in the written notice that the resident may remain in the room or home during the appeal.

iv. Place a copy of the notice in the resident's clinical record.

(3) A resident has the right to appeal the decision by the home to discharge or transfer. The process for appeal is as follows:

i. To appeal the decision to transfer or discharge, the resident must notify the administrator of the home or the director of the licensing agency. Upon receipt of an appeal, the administrator must immediately notify the director of the licensing agency.

ii. The request to appeal the decision may be oral or written and must be made within 10 business days of the receipt of the notice by the resident.

iii. Both the home and the resident shall provide all the materials deemed relevant to the decision to transfer or discharge to the director of the licensing agency as soon as the notice of appeal is filed. The resident may submit orally if unable to submit in writing. Copies of all materials submitted to the licensing agency will be available to the resident upon request.

iv. The director of the licensing agency will render a decision within eight business days of receipt of the notice of appeal.

v. The notice of decision from the director will be sent to the resident and to the home, will state that the decision may be appealed to the Human Services Board, and will include information on how to do so.

vi. The resident or the home will have 10 business days to file a request for an appeal with the Human Services Board by writing to the Board. The Human Services Board will conduct a de novo evidentiary hearing in accordance with 3 V.S.A. §3091.

B. Emergency Discharge or Transfer of Residents

(1) An emergency discharge or transfer may be made with less than thirty (30) days notice under the following circumstances:

i. The resident's attending physician documents in the resident's record that the discharge or transfer is an emergency measure necessary for the health and safety of the resident or other residents; or

ii. A natural disaster or emergency necessitates the evacuation of residents from the home; or

iii. The resident presents an immediate threat to the health or safety of self or others. In that case, the licensee shall request permission from the licensing agency to discharge or transfer the resident immediately. Permission from the licensing agency is not necessary when the immediate threat requires intervention

of the police, mental health crisis personnel, or emergency medical services personnel who render the professional judgment that discharge or transfer must occur immediately. In such cases, the licensing agency shall be notified on the next business day; or

- iv. When ordered or permitted by a court.
- C. If the resident agrees to a discharge or transfer, the discharge or transfer may occur prior to the effective date of notice.
- D. A home must provide sufficient preparation and orientation to residents to ensure a safe and orderly transfer or discharge from the home.
- E. A home may not initiate an involuntary discharge of a resident whose care is provided and paid for under the ACCS program because of voluntary temporary, leaves from the home.
- F. A home is responsible for any charges associated with disconnecting, relocating or reconnecting telephones, cable television, air-conditioning or other similar costs resulting from a home's decision to transfer the resident.
- G. A licensee who intends to discontinue all or part of the operation, or to change the admission or retention policy, ownership, or location of the home in such a way as to necessitate the discharge or transfer of residents shall notify the licensing agency and residents at least ninety (90) days prior to the proposed date of change. The licensee is responsible for ensuring that all residents are discharged or transferred in a safe and orderly manner. When such change in status does not necessitate the discharge or transfer of residents, the licensee shall give the licensing agency and residents at least thirty (30) days prior written notice.
- H. The home may include language in its admission agreement requiring residents to provide thirty (30) days notice when the resident intends to voluntarily leave the home.

5. **Medical Emergency** This Agreement may be terminated by the Community upon 24 hours' notice to the Resident and/or Legal Representative in the event the Community determines, in its sole discretion, that it no longer is able to provide the level of care required by the Resident's present physical and/or mental condition, or that the Resident's condition poses a threat to the continued health, safety and well-being of any other Resident, or in the event of a medical emergency, or when ordered to do so by a Resident's treating physician. Notwithstanding this, We reserves the right to require immediate discharge of any Resident whose condition poses an immediate threat to his or her own health and safety or to the health and safety of any other Resident.

6. **Gazebo Senior Living is a private pay facility** Under normal circumstances, the resident's bills are paid by the resident. In the past we've participated in the Medicaid waiver Enhanced Residential Care Program (ERC), however we are not accepting

new applications. The Community is not required to accept ERC or ACCS payments and we reserve the right to make this decision on a case-by-case basis. The Resident may be transferred or discharged from the home in the event that the resident's financial status changes and the resident is no longer able to continue privately paying the monthly rent. It is the obligation of the resident and the resident's family to assume responsibility for the charges or to find alternate placement for the resident.

Policies of Gazebo Senior Living

The Resident and Legal Representative agree to abide by all present and future policies duly enacted by Gazebo Senior Living.

1. **Smoking** Smoking is not permitted within the facility.
2. **Pets** The Community is very aware of the therapeutic value of pets. Indeed, many of our activities are centered on pet therapy. We do allow residents to keep cats, and other small pets, provided they demonstrate that they or their family can care for the pet. Permission is given on individual basis, and we consider the pet, the Resident, and the community as a whole in our decision. No pet should be allowed to roam free or intrude in the space of other residents. All appropriate shots and health records must be up to date and made available to us. A copy of the record will be included in our files. A **\$500.00 non-refundable pet fee** will be charged to offset the replacement of carpet. Damage to woodwork, furniture or walls beyond normal wear and tear may result in forfeiture of a portion of the deposit for restoration. We also reserve the right to rescind the approval of any pet and give notice that the pet must be removed if it proves to be disruptive or dangerous to other residents or is not properly cared for or neglected.
3. **Property Damage** The Resident and/or Legal Representative agree to pay for any damage done by the Resident either to the facility's property or to any other Resident's property. The Resident agrees to indemnify and to hold the Community harmless from and against any and all such claims for loss, or damage to, any other Resident's property. You agree to reimburse the Community for repairs above and beyond normal wear and tear.
4. **Indemnification** The Resident and Legal Representative acknowledge that Gazebo Senior Living is not an insurer of any Resident's safety or welfare, and the Community assumes no liability whatsoever as such. The Resident and Legal Representative acknowledge that the Community does not guarantee, endorse or certify the qualifications of any physician, nurse, aide, companion or in-patient medical facility to which a Resident is referred or from which the Resident receives treatment. The Resident and Legal Representative agrees to indemnify and to hold the Community harmless from and against any claims of personal injury or death arising out of the Resident's selection of or treatment by any such person or facility.
5. **Personal Belongings** The Resident and/or Legal Representative shall assume full responsibility for loss or damage to, a Resident's personal belongings, valuables

and/or money brought into the facility. We strongly encourage residents not to bring valuable jewelry and personal items into the facility, or to keep substantial amounts of cash on hand. The facility will always be able to advance any necessary funds, or the resident may keep some cash in a safe, which is located in the office. The Resident and/or Legal Representative are encouraged to procure insurance coverage for your personal belongings, at the Resident and/or Legal Representative's sole expense. In no event shall the Community assume any responsibility for loss of, or damage to, a Resident's personal property.

6. **Vacating Unit** Upon termination of this Agreement, all of your belongings should be removed from the unit and the pendant and any keys should be returned. It shall be the obligation of the family or Legal Representative to remove personal effects. We are able to dispose of items left behind in the unit for a minimum of \$150 which will be deducted from your deposit on file (note that larger items may incur larger fees for disposal). Until your apartment is vacated and a Room Vacancy Form has been signed and returned, you will be responsible for the monthly rent.
7. **Fees** The following fees shall be assessed to the Resident, if occasion arises:
 - a) Returned checks \$25.00 plus any bank penalties
 - b) Lost keys \$20.00
 - c) Pendant \$175.00 to replace lost or damaged pendants

Resident's Rights

Upon admission, each resident receives a copy of the Resident's Rights. These rights are also posted on the wall near the nursing station. The State of Vermont has an Ombudsman who can be reached by phone or by mail, which we can supply to you.

Advance Directives

On or before admission you will be given information and explained the procedure for choosing a Durable Power of Attorney and Making out a Living Will Document. It is the Resident's decision whether to complete these documents. If you already have these documents in place we would request a copy for your records.

I have read, or have had explained to my satisfaction, this Admission Agreement of Gazebo Senior Living.

Gazebo Senior Living

Date

Resident

Date

Legal Representative

Date

Gazebo Apartments

Unit Reserved

\$

Deposit Amount

Date of Admission

Food Storage Procedures

I. FOOD STORAGE PROCEDURES

The length of time food may be kept satisfactorily depends on the quality of the product when stored, how well it is stored, and the temperature of the storage area.

The manager should be consulted in regard to any food that may be questionable, before beginning food production or service.

All food preparation facilities must have areas designated for dry, refrigerated or frozen storage. These areas should be maintained as follows:

A. DRY STORAGE

1. Dry storage areas should be dry, cool, well-ventilated, clean and free from insects and rodents.
2. Foods should be stored a minimum of 6-inches from the floor and 2-inches from the wall on racks or pallets to allow for air circulation. Do not store foods directly on the floor.
3. Canned foods should be removed from the cardboard shipping cases prior to shelving.
4. When shelving, the date of receipt should be clearly marked on all purchased food items.
5. Dates should be marked on each can or unit using a black permanent marker.
6. Opened ingredients (flour, sugar, etc.) should be stored in sealed, airtight containers. A storage label should be placed on the item or the container listing the date the item was opened and when it should be discarded. The label should be initialed as well.
7. Cleaning products and chemicals should be stored in a separate location from food storage areas.

B. COLD STORAGE

1. Cold (both refrigerated and freezer) storage areas should be clean and free from moisture or ice buildup.
2. Foods should be stored a minimum of 6-inches from the floor and 2-inches from the wall on racks or pallets and should be arranged to allow for air circulation.
3. Do not store foods directly on the floor. All items should be marked with a receiving date prior to shelving using the labels provided.

4. Opened ingredients should be stored in sealed, airtight containers. Labels should be used to list the date the item was opened and when it should be discarded, it should be initialed as well.
5. Cold storage areas should have a minimum of one thermometer installed to monitor maintenance of temperatures between 32-40 degrees F (cooler) and -10-0 degrees F (freezer). Temperatures in cold storage areas should be recorded daily on the temperature record.
6. Previously frozen food items must not be refrozen.
7. Frozen food items should be stored in their original containers until used in preparation.
8. Foods with strong odors should be placed in airtight containers to prevent odor transfer to other foods.
9. To prevent cross contamination, do not store meat items above other foods in the cooler.
10. Doors to all cold storage facilities should be kept closed when not in use.

II. LEFTOVERS

Careful planning shall be practiced at all times to minimize over production which causes leftover food.

Leftovers should be labeled with the date stored, discard date and initialed.

Food products remaining after each day's meals shall be handled and stored so as to prevent contamination. Food items that meet strict food safety standards may be retained and offered for re-service in another meal. Leftovers that do not meet food safety standards will be discarded.

A. PROCEDURES

1. All foods leftover after the meal service is finished must be recorded on the daily production record.
2. Foods that are not suitable for future service should be discarded immediately and recorded on the daily production record as discarded.
3. Foods that are going to be stored for future service must be returned to safe temperatures as soon as possible. They must be labeled with the date, discard date and initialed.
4. Both cold and hot foods should be covered and placed in the cooler to speed cool down of internal temperature to 40°F or below.

5. Hot foods should be placed in shallow steam table pans to speed cool down.
6. Once hot foods are chilled to 40°F or below, they can be placed in the freezer.
7. All leftover foods that are being stored for future service should be marked with a label that lists the food item, the date prepared, the discard date and initials.
8. A daily inventory of leftover foods should be maintained to ensure usage as soon as possible. Discard dates should be monitored to throw away spoiled foods.
9. Kitchen staff are able to place leftover food that will not be reused in individual size containers which should be placed in the staff refrigerator for staff to eat. See: **Food and Beverage Policy**.
10. It is not permissible to give away or sell leftover foods to individuals or organizations.
11. No food should leave Gazebo Senior Living for any reason.

Additional – See Food Storage & Safety Guide and Food Shelf Life Guide